

***SAMPLE CONTRACT FOR DISCUSSION PURPOSES ONLY-YOU SHOULD CONSULT YOUR LEGAL ADVISOR FOR SPECIFIC CONTRACT LANGUAGE.***

CONTRACT NO.  

**(SAMPLE INDIGENT DEFENSE CONTRACT)**

**CLIENT SERVICE CONTRACT**

**BETWEEN**

**(enter COUNTY)**

**AND**

**[enter CONTRACTOR name]**

This Contract is made and entered into by and between (enter County), hereinafter referred to as the "COUNTY", and the below named firm, hereinafter referred to as "CONTRACTOR."

**[enter contractor name]**

**[enter contractor address]**

**[enter city, state, zip for contractor]**

**[enter email address for contractor]**

**[enter contractor telephone no.]**

**[enter contractor fax no.]**

**UBI No.**

**PURPOSE**

The purpose of this contract is to provide mandated legal defense services to eligible persons charged with offenses or at risk of a loss of liberty or liberty interest in the courts of (enter COUNTY).

**SCOPE OF WORK**

- A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Exhibit A, Statement of Work, which by this reference is incorporated.
- B. Exhibit B attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between COUNTY and CONTRACTOR, and specific obligations of both parties.

**PERIOD OF PERFORMANCE**

Subject to other contract provisions, the period of performance under this contract will be from [enter start date] through (enter end date). The period of performance may also be extended by mutual written agreement of the parties.

## COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed [write out the full dollar amount] (\$ ) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

[insert rates and/or terms of compensation]

*List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.*

### SAMPLE COMPENSATION CATEGORIES

1. Annual/Monthly rate for a set number of annual/monthly cases/points with either additional compensation for cases/points over the defined caseload or renegotiate contract for additional compensation or appointment of another contractor for the overflow (For example-\$7,500 per month for an annual caseload of up to 150 felonies).
  - a. Additional compensation for trials or motions or additional special hearings.
  - b. Additional compensation for specific types of serious type cases or exclude certain types of cases from contract (for example-This contract does not include appointments for death penalty cases.).
  - c. Additional compensation for social worker/expert/investigator or process to request a social worker/expert/investigator.
2. Set dollar amount for category of case (for example \$1,200 for a class A felony, \$1,000 for a class B felony, \$800 for a class C felony) or type of hearing (for example \$200 per revocation hearing).
  - a. Additional compensation for trials or motions or additional special hearings
  - b. Exclude certain types of cases or compensation by the hour (for example aggravated murder cases paid by the hour).
3. Set dollar amount per calendar and specify the calendars (for example \$300 for each Monday, Wednesday and Friday morning arraignment calendar).
4. Hourly rate (for example \$100/hour)

## EXPENSES

**NOTE:** *Expenses are optional. Do not include "Expenses" paragraph below if expenses are not allowable. If allowable, include only expenses that are appropriate for the contract.*

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the COUNTY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$ , which amount is included in the contract total above Paragraph A, "Amount of Compensation".

CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

## EXTRAORDINARY COMPENSATION AND PROCEDURES

In extraordinary cases, CONTRACTOR may petition the COUNTY for additional compensation as set forth in the COUNTY's Extraordinary Compensation procedure (or insert the local procedure).

## BILLING PROCEDURES

COUNTY will pay CONTRACTOR upon receipt of properly completed invoices and other COUNTY required documentation, which shall be submitted to the contract manager not more often than monthly. The invoices shall describe and document, to the COUNTY'S satisfaction, the work performed and any approved fees or costs.

Payment shall be considered timely if made by the COUNTY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

No payments in advance or in anticipation of services to be provided under this contract shall be made by the COUNTY.

**DUPLICATION OF BILLED COSTS:** The CONTRACTOR shall not bill the COUNTY for services performed under this contract, and the COUNTY shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for CONTRACTOR is:	Contract Manager for COUNTY is:
<input type="text" value="[enter contract manager's name]"/>	<input type="text" value="[enter contract manager's name]"/>
<input type="text" value="[enter name of Contractor]"/>	<input type="text" value="[enter name of COUNTY]"/>
<input type="text" value="[enter Contractor address]"/>	<input type="text" value="[enter COUNTY address]"/>
<input type="text" value="[enter Contractor city, state, zip]"/>	<input type="text" value="[enter COUNTY city, state, zip]"/>
Phone: ( <input type="text" value=""/> ) <input type="text" value=""/> Fax: ( <input type="text" value=""/> ) <input type="text" value=""/>	Phone: ( <input type="text" value=""/> ) <input type="text" value=""/> Fax: ( <input type="text" value=""/> ) <input type="text" value=""/>
E-mail address: <input type="text" value=""/>	E-mail address: <input type="text" value=""/>

## INSURANCE

**NOTE:** The insurance provisions may be waived or modified to fit the specific needs of the COUNTY and the CONTRACTOR. It is very important to consult with COUNTY staff

*familiar with insurance requirements when deciding insurance language to be included in contracts.*

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the COUNTY should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company(s) authorized to do business within the state of Washington, and shall name the COUNTY, its agents and employees, as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give COUNTY 30-days advance notice of any insurance cancellation.

CONTRACTOR shall submit to COUNTY within 15-days of the contract effective date, a certificate of insurance, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

The CONTRACTOR shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows:

#### Commercial General Liability Insurance Policy

Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### Automobile Liability

In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit  
for bodily injury and property damage.

#### Professional Liability, Errors and Omissions Insurance

The CONTRACTOR shall maintain Professional Liability or Errors and Omissions Insurance. The CONTRACTOR shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the CONTRACTOR and licensed staff employed or under contract to the CONTRACTOR. The COUNTY, its agents and employees need *not* be named as additional insureds under this policy.

The required insurance shall be issued by an insurance company(s) authorized to do business within the state of Washington, and except for Professional Liability or Errors and Omissions Insurance, shall name the COUNTY, its agents and employees as additional insureds under the insurance policy(s).

All policies shall be primary to any other valid and collectable insurance. The CONTRACTOR shall instruct the insurers to give the COUNTY 30-days advance notice of any insurance cancellation.

## **ASSURANCES**

COUNTY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and court rules.
2. Special Terms and Conditions as contained in this basic contract instrument.
3. Exhibit A – Statement of Work.
4. Exhibit B – General Terms and Conditions.
5. Exhibit C –Standards of Representation; and
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## **ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

## **CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **APPROVAL**

This contract shall be subject to the written approval of the COUNTY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of [REDACTED] pages and [REDACTED] attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

**[ENTER CONTRACTOR NAME]**

**[ENTER COUNTY NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTE:**     *The signature blocks on the contract must not appear on a page by themselves.  
Some of the text of the contract should be included at the top of the page.*

DRAFT

**EXHIBIT A**  
**STATEMENT OF WORK**

1. **CONTRACTOR DUTIES:** CONTRACTOR agrees to accept and represent all persons whom CONTRACTOR is appointed to represent, subject to conflicts of interest and other exclusions listed below. The following attorney(s) will be providing the contract public defense services: \_\_\_\_\_. CONTRACTOR agrees to obtain approval from COUNTY prior to the substitution of any of the attorneys listed in the prior sentence.
2. **NORMAL CASES ASSIGNED:** The following types of cases are normally assigned under this Contract:
  - ☐ District Court for ☐ \_\_\_\_\_ ☐ \_\_\_\_\_
  - ☐ Superior Court for Adult Felony/Criminal
  - ☐ Superior Court for Sentence Condition Violations
  - ☐ Superior Court for Criminal \_\_\_\_\_ Calendars
  - ☐ Superior Court for Civil Contempt Hearings
  - ☐ Superior Court for Dependency/Termination of Parental Rights- Parent
  - ☐ Superior Court for Dependency/Termination of Parental Rights- Child
  - ☐ Superior Court for Involuntary Commitments
  - ☐ Juvenile Court for Juvenile Offender
  - ☐ Juvenile Court for Sentence Reviews
  - ☐ Juvenile Court for Offender \_\_\_\_\_ Calendars
  - ☐ Juvenile Court for ☐ At Risk Youth ☐ Child in Need of Services ☐ Truancy
  - ☐ \_\_\_\_\_
3. **CASE TYPES EXCLUDED FROM THIS CONTRACT:** The following case types are excluded from this contract: \_\_\_\_\_, and \_\_\_\_\_. CONTRACTOR and the COUNTY may make special arrangements for the representation of these types of cases.
4. **CONFLICTS:** Notwithstanding any other terms or provisions contained in this Contract to the contrary, CONTRACTOR shall not be required to accept, and CONTRACTOR shall decline to accept, an appointment under this Contract if the particular appointment would create a true bona fide conflict of interest for CONTRACTOR or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. In the event a conflict of interest arises subsequent to the CONTRACTOR receiving an appointment under this Contract, CONTRACTOR shall immediately notify the court or the court's designee of the conflict of interest and the court shall appoint another attorney at the COUNTY's expense. (**Note:** As provided in RPC 1.8, CONTRACTOR shall not be required to bear the cost of providing conflict counsel.)
5. **BASIC CASELOAD:** The basic caseload anticipated by this Contract is:
  - 5.1. ☐ \_\_\_\_\_ % FTE case caseload (approximately \_\_\_\_\_ cases)
  - 5.2. ☐ \_\_\_\_\_% of \_\_\_\_\_ cases

5.3. [ ] \_\_\_\_\_ number of \_\_\_\_\_ cases

5.4. [ ] \_\_\_\_\_ number of \_\_\_\_\_ calendars

5.5. [ ] \_\_\_\_\_

6. **CASELOAD REPORTING:** As requested and annually, CONTRACTOR shall provide COUNTY with a written report showing the total number and types of other cases not included in this Contract (which shall include pro bono cases, retained-fee cases and public defense contract cases) in which CONTRACTOR provided legal services during the preceding 12 months, and the percentage of time spent by CONTRACTOR providing legal services in appointed cases under this Contract.
7. **STANDARDS:** CONTRACTOR shall be in compliance with the Washington State Court Rules of Professional Conduct and provide public defense services according to the Standards of Representation as set forth in the attached Exhibit C, which, by this reference is hereby incorporated.
8. **CLIENT CONTACT:** CONTRACTOR will establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation. Client communication should include the elements set forth in the attached Exhibit C, Standards of Representation.
9. **REVIEWS:** CONTRACTOR will participate in evaluation, Contract review and case review processes as required by COUNTY. The CONTRACTOR will also cooperate with COUNTY in efforts to improve representation and monitor compliance with the Standards of Representation. The reviews are subject to attorney-client confidentiality protections.
10. **INVESTIGATOR SERVICES AND EXPERT SERVICES:** CONTRACTOR will, in appropriate cases, utilize the services of investigators and/or experts. For approval and payment of investigator and/or expert services, CONTRACTOR will \_\_\_\_\_(insert local procedure)\_\_\_\_\_. *(NOTE: Some contracts include investigator and/or social worker services as an additional service provided by CONTRACTOR; however, compensation for these services is in addition to the attorney compensation, as required by RPC 1.8. )*
11. **CLIENT OR THIRD PARTY COMPLAINTS:** CONTRACTOR will establish a procedure for responding to complaints regarding the performance of any attorney(s) under this Contract. If after utilizing the CONTRACTOR's complaint procedure, the client states he or she continues to have a complaint, then the CONTRACTOR shall provide the client with \_\_\_\_\_ COUNTY contact information so the client may pursue the complaint.

**NOTE:** Add or modify the Statement of Work to provide for COUNTY specific definitions, requirements, and procedures.



**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS TOPICS**

The following are topics that are often included in governmental contracts. You should check with your legal advisor for the specific language used in your jurisdiction.

1. Americans With Disabilities Act (Ada) Of 1990, Public Law 101-336, Also Referred To As The "ADA" 28 Cfr Part 35
2. Assignment
3. Change In Status
4. Changes And Modifications
5. Disputes
6. Governing Law
7. Indemnification
8. Independent Capacity
9. Licensing And Accreditation Standards
10. Nondiscrimination
11. Payment Of Taxes
12. Severability
13. Subcontracting
14. Termination For Default
15. Termination Procedure
16. Waiver Of Default

## EXHIBIT C

### STANDARDS OF REPRESENTATION

#### 1. General Duties

##### 1.1 Duties and Responsibilities of Counsel (See WSBA Standard Two: Duties and Responsibilities of Counsel)

Public defense services should be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by the Washington State Bar Association (WSBA), the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and right of clients. Counsel's primary and most fundamental responsibility is to promote and protect the best interests of the client.

##### 1.2 Eligible Population

The population served shall be indigent persons legally entitled to appointed legal services as assigned by the court or the court's designee. Counsel is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if counsel subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Counsel, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the appointing court of such possibility.

##### 1.3 Education, Training & Experience (See RPC 1.1 Competence, RCW 10.101.050, RCW 10.101.060, WSBA Standard Nine-Training, WSBA Standard Fourteen: Qualifications of Attorneys)

**1.3.1** Counsel shall acquire sufficient working knowledge of all relevant federal, state laws, regulations, policies, and rules.

**1.3.2** Counsel should be familiar with direct consequences and collateral consequences of convictions, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction

**1.3.3** Counsel should be familiar with mental health issues and be able to identify the need to obtain expert services.

**1.3.4** Counsel shall meet at least the minimum WSBA Standards level of experience and specific qualifications for the categories of cases where counsel provides public defense services.

##### 1.4 Counsel shall annually attend at least 7 hours of trainings approved by the Washington State Office of Public Defense (OPD).

##### 1.5 Caseloads (See RPC 1.3-Diligence, WSBA Standard Three-Caseload Limits and Types of Cases)

The caseload should allow each attorney to give each client the time and effort necessary to ensure effective representation. Counsel should not accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. The caseload of a full-time public defense counsel should not exceed the Washington State Bar Association (WSBA) Standards for Indigent Defense Services caseload limits.

##### 1.6 Conflicts (See RPC 1.8-Conflict of Interest: Current Clients: specific Rules, RPC 1.7-Conflict of Interest: Current Clients, RPC 6.2-Accepting Appointments)

Counsel shall decline to accept an appointment if the particular appointment would create a true and bona fide conflict of interest for Counsel or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington.

**1.7 Case Records** (<http://www.wsba.org/info/recordsmanagement.htm>)

Counsel shall compile and maintain appropriate case records for each person whom Counsel is appointed to represent. Counsel shall retain such case records in their entirety for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

**1.8 Nondiscrimination** (See RPC 8.4 Misconduct, WSBA Standard Seventeen: Non-Discrimination)

Counsel shall not discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the administration or delivery of public defense services. Counsel shall comply with all federal, state, and local non-discrimination requirements.

**1.9 WSBA Disciplinary Proceedings** (See ELC 14.2-Notice to Client and Others Providing Client Property, ELC 14.2-Lawyer to Discontinue Practice)

Counsel will immediately report any formal disciplinary proceedings and/or admonishment, censure, or any other formal discipline by the Washington State Bar Association or by another state or jurisdiction or court to the appointing court or appointing court's designee.

**1.10 Counsel Office and Adequate Support Staff** (See WSBA Standard Five: Administrative Costs)

Counsel should maintain an office adequate and appropriate for the practice of law. Counsel should provide sufficient support staff to provide for effective assistance of counsel.

**2. Client Communication** (See RPC 1.4-Communication, RPC 1.6-Confidentiality of Information)

In all cases counsel must maintain sufficient contact with the client to establish and maintain an attorney-client relationship that will enable counsel to understand the client's interests and needs, as well as the client's position on issues or questions in the case. Client communication should include the following elements:

- 2.1.** Counsel shall make contact with all assigned persons within three (3) working days from a case assignment, or in rare occurrences where this is not achieved counsel shall document reasonable efforts to make said contact. Counsel should visit any assigned in-custody criminal defendant within one (1) business day from notification of the assignment of the case and the in-custody status of the client, and/or within one (1) business day upon notification of transport to a local detention facility.
- 2.2.** Counsel shall provide the client with contact information in writing and establish a message system that allows regular attorney-client contact.
- 2.3.** Counsel should meet and communicate regularly with the client.
- 2.4.** Counsel should adhere to all laws and ethical obligations concerning confidentiality.
- 2.5.** Counsel should explain the attorney-client privilege to client and instruct the client not to talk to anyone about the facts of the case without first consulting with counsel.
- 2.6.** Counsel should explain the general procedural overview of the progression of the case.

2.7. Counsel should provide the client with copies of complaints, petitions, court orders, motions, and other relevant case documents and explain to the client the content of the documents.

**3. Discovery and Court Preparation (See RPC 1.1 Competence)**

Counsel shall conduct a thorough and independent investigation at every stage of the case. When needed, counsel should use formal discovery methods to obtain information. Effective court preparation includes the following:

3.1. Interview the client and potential witnesses.

3.2. Develop a case theory and strategy to follow at hearings and negotiations.

3.3. Timely file all pleadings, motions, and briefs. Research applicable legal issues and advance legal arguments when appropriate.

3.4. With the client's permission, and when appropriate, engage in settlement negotiations to resolve the case.

3.5. Thoroughly prepare the client and all witnesses to testify at the hearing.

3.6. Identify, secure, prepare and qualify expert witness when needed. When permissible, interview opposing counsel's experts and witnesses.

**4. Plea Negotiations (Criminal Cases) (See RPC 1.1-Competence, RPC 1.4-Communication)**

4.1. Under no circumstances should counsel recommend to a client acceptance of a plea offer unless the investigation and study of the case has been completed, including an analysis of controlling law and the evidence likely to be introduced at trial.

4.2. Counsel should:

4.2.1. With the consent of the client explore diversion and other informal and formal admission or disposition agreements, including early case resolutions, with regard to the allegations,

4.2.2. Fully explain to the client and make sure the client understands the rights that would be waived by a decision to enter into any admission or disposition agreement, and that the client's decision to waive those rights is knowing, voluntary, and intelligent,

4.2.3. Keep the client fully informed of the progress of the negotiations,

4.2.4. Convey to the client any offers made by the prosecution and the advantages and disadvantages of accepting the offers, including any additional investigation or legal result of accepting an offer,

4.2.5. Continue to preserve the client's rights and prepare the defense notwithstanding ongoing negotiations, and

4.2.6. Not enter into any admission or disposition agreement on behalf of the client without the client's authorization.

4.2.7. Not attempt to unduly influence the decision, as the decision to enter a plea of guilty rests solely with the client.

4.2.8. Make certain the client fully and completely understands the conditions and limits of the plea agreement and the maximum punishment, sanctions, and other direct and collateral consequences the client will be exposed to by entering the plea.

**5. Hearings (See RPC 1.1-Competence)**

Counsel has a professional duty to diligently represent their client. This includes the following:

5.1. Prepare and make all appropriate motions and evidentiary objections.

5.2. Present and cross-examine witnesses, prepare and present exhibits.

- 5.3. Request the opportunity to make opening and closing arguments.
- 5.4. Avoid continuances and work to reduce delays in court proceedings unless there is a strategic benefit for the client.
- 5.5. Prepare proposed finding of fact, conclusions of law and order when they will be used in the court's decision or may otherwise benefit the client.
- 6. **Sentencing Hearings** (Criminal cases) (See RPC 1.1-Competency)
  - 6.1. Counsel's obligations in the sentencing process are:
    - 6.1.1. To correct inaccurate information that is potentially detrimental to the client and to object to information that is not properly before the Court and correct or move to strike any improper and harmful information from the text of the presentence report,
    - 6.1.2. To present to the court all known and reasonably available mitigating favorable information, including relevant expert testimony or reports, and
    - 6.1.3. To develop a plan that seeks to achieve the least restrictive and burdensome sentencing alternative that is most favorable to the client and that can reasonably be obtained based on the facts and circumstances of the offense, the client's background, the applicable sentencing provisions, and other information pertinent to the sentencing decision.
- 7. **Post Hearings/Appeals** (See RPC 1.1-Competence, RPC 1.4-Communication)

Counsel is obligated to ensure that each client understands and is able to exercise their rights to appeal, discretionary review and post hearing relief.

  - 7.1. Counsel should review court orders to ensure accuracy and clarity and review with client.
  - 7.2. Counsel should take reasonable steps to ensure the client complies with court orders and to determine whether the case needs to be brought back to court.
  - 7.3. Counsel should consider and discuss the possibility of appeal with the client.
  - 7.4. If the client decides to appeal, counsel should timely and thoroughly file the necessary post-hearing motions and paperwork related to the appeal and closely follow the Rules of Appellate Procedure.
  - 7.5. Counsel should coordinate with appellate counsel to assure that appropriate steps are taken to protect the client's interest while the appeal is pending.
  - 7.6. Counsel should communicate the results of the appeal and its implications to the client.
- 8. **Withdrawal and Termination of Representation Prior to Resolution of Case** (See RPC 1.3-Diligence, RPC 1.16-Declining or Terminating Representation)

If circumstances necessitate counsel's withdrawal prior to resolution of the case, counsel shall obtain a court order allowing withdrawal and substitution of attorney. Counsel must serve client and all parties with notice of intent to withdraw and date and time of motion. If the motion to withdraw is granted, counsel shall take reasonable steps to protect the client's interests and arrange for the orderly transfer of the client's file and discover to substituting counsel.